

Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Richard Gill, Parks and Recreation Director *R. G.*
Eve Kelso, Recreation Services Manager *EK*

DATE: March 20, 2012

SUBJECT: Approve the Agreement for Services to Rural Transit Consultants to Update the Manhattan Beach Trolley Feasibility Study

RECOMMENDATION:

City Council approve and authorize the City Manager to execute the Agreement for Services to Rural Transit Consultants to update the Manhattan Beach Trolley Feasibility Study and appropriate Measure R funds in the amount of \$18,500.

FISCAL IMPLICATION:

The total cost for the study is \$18,500. The scope of work and specific costs are described in Attachment A. The contract can be paid out of Measure R, and therefore, City Council would need to approve the appropriation of funds from Measure R.

BACKGROUND:

On December 6, 2011 City Council decided to move forward with the previous trolley consultant, Greg Meeks of Rural Transit Consultants, to update the costs from the previous feasibility study completed in the summer of 2010 and to reengage the community regarding the needs and the routes. Council also directed that meetings be held to gather feedback from the community regarding a trolley service. This agenda item seeks funding approval for Part Two of the Manhattan Beach Trolley Feasibility Study.

DISCUSSION:

The scope of work by Rural Transit Consultants will include the following:

- Re-engage with leadership of key stakeholders and hold three community meetings
- Develop a survey to go out in the City water bills to the community
- Develop routes, times and schedules for the proposed trolley service
- Update all proposed costs to operate a trolley service
- Develop a matrix with grant funding opportunities, including the likelihood of receiving the various grants
- Develop vehicle recommendations and availability
- Develop a list of contractors for the RFP for both Operations & Maintenance
- Show proposed locations for bus stops, and overlay of the existing bus stops used by MTA, LA DOT and Beach Cities Transit

The first community meeting is scheduled for Wednesday, April 18, 2012 at City Hall in the Council Chamber. For this meeting, residents who live along the proposed trolley routes will be sent a dedicated invitation to discuss the proposed routes. Two additional community meetings will be held for the general public regarding the need, routes and costs, and will be advertised in local newspapers and on the website. Those meetings will be held during the weeks of May 14, 2012 and May 21, 2012. One of those meetings will be held at the Manhattan Beach Middle School, and the other location will be determined at a later date.

Please note that the language in the current Agreement for Services indicates that the City cannot terminate the contract for any reason, unless there is cause, which is different from the City's previous contract with Rural Transit Consultants. Rural Transit Consultants indicated that they would not be able to sign a contract for this scope of work if the agreement allowed the City to terminate without cause.

Attachment: A. Agreement for Services between the City of Manhattan Beach and Rural Transit Consultants, including Exhibit A (proposal from Greg Meeks of Rural Transit Consultants)

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into on this 20th day of March 2012, by and between the City of Manhattan Beach, a municipal corporation ("City") and Rural Transit Consultants (RTC) ("Contractor").

RECITALS

A. City desires to obtain services of Rural Transit Consultants (RTC) for Trolley Consultant Services as described in Exhibit A.

B. Contractor represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. Contractor's Scope of Work. Contractor shall perform the Scope of Work described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The scope of work will include the following:

- Re-engage with leadership of Key Stakeholders
- Develop survey for the community
- Develop Routes, Times and Schedules
- Update Costs
- Develop Matrix with Grant Funding Opportunities
- Vehicle Recommendations and Availability
- Develop a list of contractors for RFP -Operations & Maintenance
- Show proposed locations for bus stops, and overlay existing bus stops used by MTA, LA DOT and Beach Cities Transit

Section 2. Term of Agreement. This Agreement shall commence on March 20, 2012 and shall terminate on June 30, 2012, unless sooner terminated by the City.

Section 3. Time of Performance. Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Contractor shall complete the services in conformance with the timeline set forth in Exhibit A.

Section 4. Compensation.

(a) City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement the consideration set forth in Exhibit A ("Consideration") for the tasks listed therein. Said Consideration shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than \$18,500 during the term of this Agreement. Contractor fees shall be divided into thirds ("milestone payments") with the first request for payment (\$6,000) to be submitted to the City on April 30, 2012, the second request for payment (\$6,000) to be submitted to the City on May 31,

2012, and the third request for payment to be submitted to the City upon completion of the scope of work and contract deliverables.

(b) Unless expressly provided for in Exhibit A, Contractor shall not be entitled to reimbursement for any expenses. Any expenses incurred by Contractor which are not expressly authorized by this Agreement will not be reimbursed by City.

Section 5. Method of Payment. Contractor shall submit to City a detailed invoice on for the services performed for the milestone payments indicated in Section 4. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. The parties agree, understand and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s)

(a) Contractor's responsible principal, Greg Meeks, shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be Richard Gill who shall administer the terms of the Agreement on behalf of City.

Section 9. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 10. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 11. Interests of Contractor. Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the

performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

Section 12. Insurance. [Check if Applicable]

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of Two Million Dollars (\$2,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Contractor shall require each of its sub-contractors (if any) to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The City's Risk Manager may, in writing, amend and/or waive the insurance provisions set forth in paragraph (a) herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide.

(e) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(f) At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on the form approved by the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance and vehicle insurance shall contain

an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by Contractor shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

Section 13. Indemnification. Contractor shall defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) claims, liability or financial loss, injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement. Contractor shall defend City, with counsel of City's choice, at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Contractor shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) This Agreement may be terminated by the City immediately for good cause with written notice. For the purposes of this Agreement, "good cause" shall be deemed a failure of Contractor to perform its duties as specified in the Scope of Work as described in Exhibit A, or a breach by Contractor of any other terms in this Agreement. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation. If at the time of termination, the milestone payments provided to Contractor exceed the amount of compensation that should be due to Contractor based on the work performed, Contractor shall return the difference to the City within five days of City's request.

Section 15. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Scope of Work.

Section 16. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Contractor and compensated by City pursuant to this Agreement as City deems appropriate.

Section 17. Changes in the Scope of Work. Either party may request in writing, changes in the Scope of work or the services to be performed. Any such changes must be made in writing and mutually approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section. If to City: Eve Kelso, 1400 Highland Avenue, Manhattan Beach, California 90266. If to Contractor: Greg Meeks, Rural Transit Consultants, 1612 Juniper Ave., Solvang, California 93463.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 23. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED this _____ day of _____ 2012. at Manhattan Beach, California.

CITY OF MANHATTAN BEACH

DAVID CARMANY
City Manager

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM



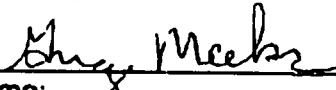
ROXANNE M. DIAZ
City Attorney

APPROVED AS TO CONTENT

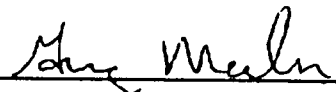


RICHARD GILL
Director of Parks and Recreation

**CONTRACTOR: RURAL TRANSIT
CONSULTANTS**



Name:
Title: Owner



Name:
Title: Owner

Manhattan Beach Trolley Feasibility Study Part Two

Proposal Objective

February 18, 2012

Rural Transit Consultants (RTC) was tasked in 2009-2010 with studying the feasibility of establishing an efficient, green trolley system to service the city. Since the mid 1980's the City of Manhattan Beach has attempted to initiate a community transit service. These efforts culminated in two requests for bid with no response. Redondo Beach (using Beach City Transit) and LA Metro provide connections to neighboring communities but the principal desire for transit *within* the Manhattan Beach community remains unfulfilled.

The Feasibility Study identified the most important transit needs within the city as being; *safe east to west transportation for the community's young people and transportation to and from the downtown during the day and throughout the evening.*

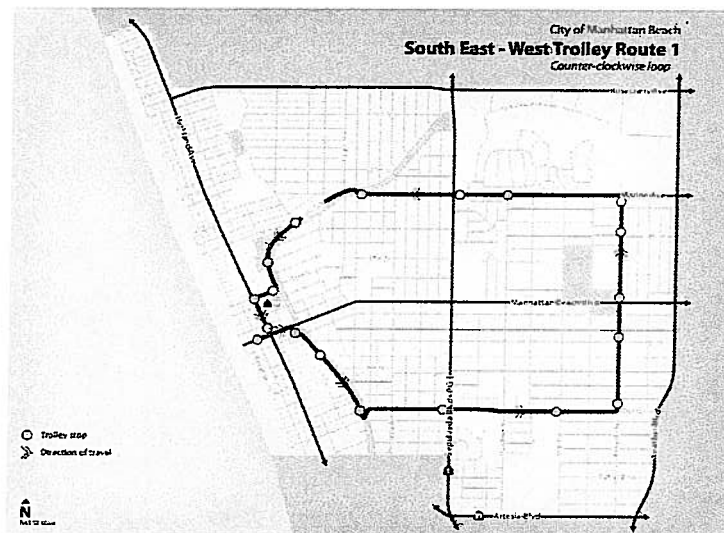
Route possibilities were analyzed with input received from the community. Each route was repeatedly driven and timed with vehicle headways (frequency of service) evaluated for potential stop sites. Suitable vehicles were researched to find used trolleys that are quiet, environmentally efficient, ADA accessible, affordable and available. Capital and operating costs with options for different levels of service, timetables and route maps were projected in this report.

In December 2011 the council has asked for; *further clarification of the community need for Public Transit Service.*

During interviews with key stakeholders in 2009-2010 RTC identified strong public support for transit that meets mobility needs within the City. RTC is suggesting this community awareness can be rekindled to advantage, and recommends reengaging with the leadership of The Chamber of Commerce, The Downtown Business and Professional Association, The Manhattan Village Mall and the Public. The intent of these meetings would be to reassess support for public transit in Manhattan Beach and investigate specific needs. These individual meetings would lead to two key stakeholder public meetings that would evaluate support and pinpoint current needs.

Routes Times and Schedules

RTC in its Feasibility Study developed route options and recommendations for a two-trolley, fixed route system with 30-minute headways, serving 18-23 pick-up points 10-14 hours daily. RTC recommends a more detailed look at route pick-up points on both routes with special attention on the southern part of route 2 where bus service has never been offered.



RTC recommends that a dialog begin with homeowners living along the proposed bus route to identify concerns and build support. The final determination of the routes and bus stops would be based on community buy in.

Cost

Each of the cost categories will be reviewed for consistency with today's market for labor, fuel, insurance and materials needed for a successful transit service. The previous estimate noted the three factors that the City could provide to service providers that would encourage proposals, as well as keeping the subsidy costs low. These factors are provision of an office space, secure overnight parking for the trolleys and a refueling center combined with some provision for periodic maintenance. Secure, overnight parking will be available, however, the fueling center may be offsite near the airport and office space and periodic maintenance may not be available, therefore, the projected cost for the contractor will rise. RTC will also develop alternatives that would raise efficiency and actually improve overall service including the possibility of keeping both services in house under the Dial-a-Ride umbrella.

Grants and Funding Opportunities

Capital and operating funds may be available to Manhattan Beach, from local Measures Funds, Federal Grants, State Programs, Air Quality Funds and other, lesser-known sources such as Sustainable Communities Programs. The previous feasibility study focused on federal recovery act funds, but

more detail is needed to examine all possible sources of short and long-range funding for any proposed service. A matrix will be developed of sources available specifically to Manhattan Beach, along with pros and cons of pursuing each and the likelihood of getting funded. The ones identified as good funding options will be capsuled to provide background for informed decision-making.

Vehicle Recommendations and Availability

RTC will update and revise vehicle availability under the guidelines adapted by city staff and stakeholders. Important characteristics were identified during the Feasibility Study as fitting the character and direction of Manhattan Beach. These were quiet, environmentally efficient, ADA accessible, affordable and available. *RTC will study the Trolley Market seeking to find the best available vehicle using the defined criteria from the Feasibility Study and the Staff's preference of vehicles 5 years or newer.* RTC will seek to provide the pros and cons of the city providing the vehicles and a time line for purchase. *RTC will also research other vehicle options of Trolley Like Vehicles available at reduced cost.*

Task Order Two Deliverables

Update Manhattan Beach Trolley Feasibility Study

Due Date April 30, 2012

Task Order Two

Re-engage with leadership of Key Stakeholders

RTC will schedule meetings with the leadership of the Chamber of Commerce, the Downtown Business and Professional Association, the Manhattan Village Mall, PTA Presidents of Manhattan Beach Schools and members of the Public.

- RTC will work with the City Staff in scheduling two public meeting to be held in the month of March/April 2012.
- RTC will help plan the agenda and presentation.
- RTC will spend six days in Manhattan Beach on this task.
- *Optional City Survey through Mailers prepared by RTC.*
The City of Manhattan Beach staff will do the tally the results.

48 hours @ \$125.00 per hour. \$6,000.00

Optional Survey extra Six hours @ \$125.00 750.00

\$6,750.00

Routes Times and Schedules

- RTC will work with City Staff in developing criteria for a more detailed look at bus stops with attention given to areas where public transit has never been before.
- RTC will help staff introduce proposed bus stops to residents developing buy-in.
- RTC will help analyze objections to proposed routes and offer constructive route changes.

18 hours @ \$125.00 per hr.

\$2250.00

Cost

- RTC will review and update each of the cost categories and review for consistency for today's market.
- RTC will develop an additional cost analysis adding costs associated with contractor providing office space, secured parking, fueling and a space to do preventative maintenance. Note (Please note that secure overnight parking is available and refueling is also available, but at a fueling station

near the airport, where we currently fuel one Dial A Ride CNG vehicle. Office space is a problem).

- RTC will develop will develop the alternative of combining the proposed Trolley Service with the existing Dial-a-Ride Service and keeping the service in house.
- 24 hours @ \$125.00 per hour \$3000.00

Grant Funding Opportunities

Capital and operating funds may be available to Manhattan Beach, from local Measures Funds, Federal Grants, State Programs, Air Quality Funds and other lesser-known sources such as Sustainable Communities Programs. The previous Feasibility Study focused on Federal Recovery Act Funds, but more detail is needed to examine all possible sources of short and long-range funding for any proposed service. A matrix will be developed of sources available specifically to Manhattan Beach, along with pros and cons of pursuing each and the likelihood of getting funded. The ones identified as good funding options will be capsuled to provide background for informed decision-making.

15 hours @ \$125.00 per hour \$1,875.00

Vehicle Recommendations and Availability

- RTC will update vehicle recommendations using criteria established in Feasibility Study and staff recommendations
- RTC will locate available vehicles that meet established criteria.
- RTC will offer pros and cons of both the city and the contractor providing vehicles.

14 hours @ \$125.00 per hour.

\$1750.00

Develop a List of Contractors for the RFP for Operations and Maintenance

RTC will develop a list of Transit and Maintenance Contractors who do work in Southern California. Contact information will be provided to be used when the RFP is ready

11 hours @ \$125.00 per hour.

\$ 1375.00

**RTC will Show Proposed Locations for Bus Stops
and Overlay Existing Bus Stops Used By MTA, LA
DOT and Beach Cities Transit**

RTC will develop a strategy and timeline for co-use of existing bus stops proposed for use in the Feasibility Study. RTC will show all existing schedules and how the proposed new system will fit accommodate.

12 hours @ \$125.00 per hour	\$ 1500.00
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Total 148 hours @ \$125.00	\$18,500.00
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(c) The City's Risk Manager may, in writing, amend and/or waive the insurance provisions set forth in paragraph (a) herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

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(g) The insurance provided by Contractor shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

Section 13. Indemnification. Contractor shall defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) claims, liability or financial loss, injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement. Contractor shall defend City, with counsel of City's choice, at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Contractor shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) This Agreement may be terminated by the City immediately for good cause with written notice. For the purposes of this Agreement, "good cause" shall be deemed a failure of Contractor to perform its duties as specified in the Scope of Work as described in Exhibit A, or a breach by Contractor of any other terms in this Agreement. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation. If at the time of termination, the milestone payments provided to Contractor exceed the amount of compensation that should be due to Contractor based on the work performed, Contractor shall return the difference to the City within five days of City's request.

Section 15. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Scope of Work.

Section 16. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Contractor and compensated by City pursuant to this Agreement as City deems appropriate.

Section 17. Changes in the Scope of Work. Either party may request in writing, changes in the Scope of work or the services to be performed. Any such changes must be made in writing and mutually approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section. If to City: Eve Kelso, 1400 Highland Avenue, Manhattan Beach, California 90266. If to Contractor: Greg Meeks, Rural Transit Consultants, 1612 Juniper Ave., Solvang, California 93463.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 23. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED this _____ day of _____ 2012. at Manhattan Beach, California.

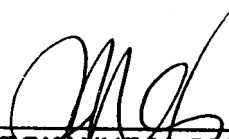
CITY OF MANHATTAN BEACH

DAVID CARMANY
City Manager

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM



ROXANNE M. DIAZ
City Attorney

APPROVED AS TO CONTENT



RICHARD GILL
Director of Parks and Recreation

**CONTRACTOR: RURAL TRANSIT
CONSULTANTS**

Shay Meeks
Name:
Title: Owner

Shay Meeks
Name:
Title: Owner

Manhattan Beach Trolley Feasibility Study Part Two

Proposal Objective

February 18, 2012

Rural Transit Consultants (RTC) was tasked in 2009-2010 with studying the feasibility of establishing an efficient, green trolley system to service the city. Since the mid 1980's the City of Manhattan Beach has attempted to initiate a community transit service. These efforts culminated in two requests for bid with no response. Redondo Beach (using Beach City Transit) and LA Metro provide connections to neighboring communities but the principal desire for transit *within* the Manhattan Beach community remains unfulfilled.

The Feasibility Study identified the most important transit needs within the city as being; *safe east to west transportation for the community's young people and transportation to and from the downtown during the day and throughout the evening.*

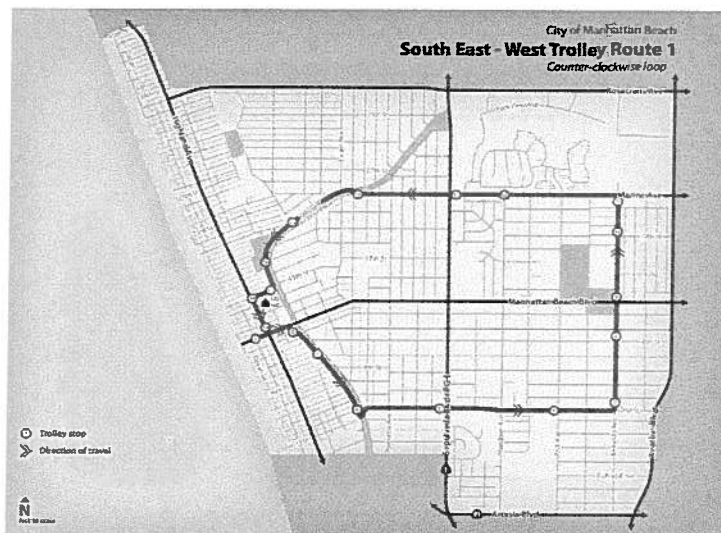
Route possibilities were analyzed with input received from the community. Each route was repeatedly driven and timed with vehicle headways (frequency of service) evaluated for potential stop sites. Suitable vehicles were researched to find used trolleys that are quiet, environmentally efficient, ADA accessible, affordable and available. Capital and operating costs with options for different levels of service, timetables and route maps were projected in this report.

In December 2011 the council has asked for; *further clarification of the community need for Public Transit Service.*

During interviews with key stakeholders in 2009-2010 RTC identified strong public support for transit that meets mobility needs within the City. RTC is suggesting this community awareness can be rekindled to advantage, and recommends reengaging with the leadership of The Chamber of Commerce, The Downtown Business and Professional Association, The Manhattan Village Mall and the Public. The intent of these meetings would be to reassess support for public transit in Manhattan Beach and investigate specific needs. These individual meetings would lead to two key stakeholder public meetings that would evaluate support and pinpoint current needs.

Routes Times and Schedules

RTC in its Feasibility Study developed route options and recommendations for a two-trolley, fixed route system with 30-minute headways, serving 18-23 pick-up points 10-14 hours daily. RTC recommends a more detailed look at route pick-up points on both routes with special attention on the southern part of route 2 where bus service has never been offered.



RTC recommends that a dialog begin with homeowners living along the proposed bus route to identify concerns and build support. The final determination of the routes and bus stops would be based on community buy in.

Cost

Each of the cost categories will be reviewed for consistency with today's market for labor, fuel, insurance and materials needed for a successful transit service. The previous estimate noted the three factors that the City could provide to service providers that would encourage proposals, as well as keeping the subsidy costs low. These factors are provision of an office space, secure overnight parking for the trolleys and a refueling center combined with some provision for periodic maintenance. Secure, overnight parking will be available, however, the fueling center may be offsite near the airport and office space and periodic maintenance may not be available, therefore, the projected cost for the contractor will rise. RTC will also develop alternatives that would raise efficiency and actually improve overall service including the possibility of keeping both services in house under the Dial-a-Ride umbrella.

Grants and Funding Opportunities

Capital and operating funds may be available to Manhattan Beach, from local Measures Funds, Federal Grants, State Programs, Air Quality Funds and other, lesser-known sources such as Sustainable Communities Programs. The previous feasibility study focused on federal recovery act funds, but

more detail is needed to examine all possible sources of short and long-range funding for any proposed service. A matrix will be developed of sources available specifically to Manhattan Beach, along with pros and cons of pursuing each and the likelihood of getting funded. The ones identified as good funding options will be capsuled to provide background for informed decision-making.

Vehicle Recommendations and Availability

RTC will update and revise vehicle availability under the guidelines adapted by city staff and stakeholders. Important characteristics were identified during the Feasibility Study as fitting the character and direction of Manhattan Beach. These were quiet, environmentally efficient, ADA accessible, affordable and available. *RTC will study the Trolley Market seeking to find the best available vehicle using the defined criteria from the Feasibility Study and the Staff's preference of vehicles 5 years or newer.* RTC will seek to provide the pros and cons of the city providing the vehicles and a time line for purchase. *RTC will also research other vehicle options of Trolley Like Vehicles available at reduced cost.*

Task Order Two Deliverables

Update Manhattan Beach Trolley Feasibility Study

Due Date April 30, 2012

Task Order Two

Re-engage with leadership of Key Stakeholders

RTC will schedule meetings with the leadership of the Chamber of Commerce, the Downtown Business and Professional Association, the Manhattan Village Mall, PTA Presidents of Manhattan Beach Schools and members of the Public.

- RTC will work with the City Staff in scheduling two public meeting to be held in the month of March/April 2012.
- RTC will help plan the agenda and presentation.
- RTC will spend six days in Manhattan Beach on this task.
- *Optional City Survey through Mailers prepared by RTC.*
The City of Manhattan Beach staff will do the tally the results.

48 hours @ \$125.00 per hour. \$6,000.00

Optional Survey extra Six hours @ \$125.00 750.00

\$6,750.00

Routes Times and Schedules

- RTC will work with City Staff in developing criteria for a more detailed look at bus stops with attention given to areas where public transit has never been before.
- RTC will help staff introduce proposed bus stops to residents developing buy-in.
- RTC will help analyze objections to proposed routes and offer constructive route changes.

18 hours @ \$125.00 per hr.

\$2250.00

Cost

- RTC will review and update each of the cost categories and review for consistency for today's market.
- RTC will develop an additional cost analysis adding costs associated with contractor providing office space, secured parking, fueling and a space to do preventative maintenance. Note (Please note that secure overnight parking is available and refueling is also available, but at a fueling station

near the airport, where we currently fuel one Dial A Ride CNG vehicle. Office space is a problem).

- RTC will develop will develop the alternative of combining the proposed Trolley Service with the existing Dial-a-Ride Service and keeping the service in house.
- 24 hours @ \$125.00 per hour \$3000.00

Grant Funding Opportunities

Capital and operating funds may be available to Manhattan Beach, from local Measures Funds, Federal Grants, State Programs, Air Quality Funds and other lesser-known sources such as Sustainable Communities Programs. The previous Feasibility Study focused on Federal Recovery Act Funds, but more detail is needed to examine all possible sources of short and long-range funding for any proposed service. A matrix will be developed of sources available specifically to Manhattan Beach, along with pros and cons of pursuing each and the likelihood of getting funded. The ones identified as good funding options will be capsuled to provide background for informed decision-making.

15 hours @ \$125.00 per hour \$1,875.00

Vehicle Recommendations and Availability

- RTC will update vehicle recommendations using criteria established in Feasibility Study and staff recommendations
- RTC will locate available vehicles that meet established criteria.
- RTC will offer pros and cons of both the city and the contractor providing vehicles.

14 hours @ \$125.00 per hour.

\$1750.00

Develop a List of Contractors for the RFP for Operations and Maintenance

RTC will develop a list of Transit and Maintenance Contractors who do work in Southern California. Contact information will be provided to be used when the RFP is ready

11 hours @ \$125.00 per hour.

\$ 1375.00

RTC will Show Proposed Locations for Bus Stops and Overlay Existing Bus Stops Used By MTA, LA DOT and Beach Cities Transit

RTC will develop a strategy and timeline for co-use of existing bus stops proposed for use in the Feasibility Study. RTC will show all existing schedules and how the proposed new system will fit accommodate.

12 hours @ \$125.00 per hour	\$ 1500.00
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Total 148 hours @ \$125.00	\$18,500.00
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